

Steve W. Berman (admitted *pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Ave, Suite 2000
Seattle, WA 98101
(206) 623-7292
steve@hbsslaw.com

Elaine T. Byszewski (SBN 222304)
HAGENS BERMAN SOBOL SHAPIRO LLP
301 N. Lake Avenue, Suite 920
Pasadena, CA 91101
(213) 330-7150
elaine@hbsslaw.com

Attorneys for Plaintiff Allen Lee and the Proposed Class

Randall B. Aiman-Smith (SBN 124599)
Hallie Von Rock (SBN 233152)
AIMAN-SMITH & MARCY
7677 Oakport St. Suite 1150
Oakland, CA 94621
(510) 817-2711
ras@asmlawyers.com

Attorneys for Plaintiff Mahmoud Ameri and the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ALLEN LEE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

TICKETMASTER L.L.C., a Virginia
corporation, LIVE NATION
ENTERTAINMENT, INC., a Delaware
corporation,

Defendants.

MAHMOUD AMERI, on behalf of himself
and all others similarly situated,

Case Nos. 18-cv-5987-VC & 18-cv-6750-VC

CLASS ACTION

**STATEMENT OF RECENT DECISION
PER LOCAL RULE 7-3(D)(2)**

Hearing Date: March 7, 2019
Time: 10:00 am
Place: Courtroom 4
Judge: Hon. Vince Chhabria

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-10,
inclusive,

Defendants.

Following the filing of plaintiffs’ opposition to defendants’ motion to compel arbitration on December 21, 2018, the Supreme Court issued *Henry Schein, Inc. v. Archer & White Sales, Inc.* on January 8, 2019.¹ In *Schein*, the Supreme Court settled a split among the Courts of Appeals as to whether there is a “wholly groundless” exception when the parties have agreed that arbitrability—the determination of whether their arbitration agreement applies to the particular dispute—should be delegated to the arbitrator.² The Supreme Court held that such an exception is inconsistent with the FAA.³ So the parties’ argument based on this exception is no longer pertinent.⁴ But, as stated in opposition, where there is no agreement to arbitrate in the first place, it is not necessary to reach whether the terms validly delegate any question of arbitrability to an arbitrator.⁵ Moreover, the arbitration provisions do not clearly and unmistakably delegate arbitrability to the arbitrator, and the delegation clause in the Ticketmaster arbitration provision is also unconscionable and therefore unenforceable.⁶

DATED: January 10, 2019

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman
 Steve W. Berman (admitted *pro hac vice*)
 1301 Second Ave, Suite 2000
 Seattle, WA 98101
 (206) 623-7292
 steve@hbsslaw.com

Elaine T. Byszewski (SBN 222304)
 HAGENS BERMAN SOBOL SHAPIRO LLP
 301 North Lake Avenue, Suite 920
 Pasadena, CA 91101
 (213) 330-7150
 elaine@hbsslaw.com

Attorneys for Plaintiff Allen Lee and the Proposed Class

¹ No. 17-1272, ___ S. Ct. ___, 2019 WL 122164 (Jan. 8, 2019), attached as Exhibit A.

² *Id.* at *2.

³ *Id.*

⁴ Plaintiffs’ Joint Opposition to Defendants’ Motion to Compel Arbitration, ECF 29, at 2; Motion, ECF No. 25, at 13, 15.

⁵ Opposition at 2-8.

⁶ *Id.* at 13-15.

DATED: January 10, 2019

AIMAN-SMITH & MARCY

By: /s/ Randall B. Aiman-Smith
Randall B. Aiman-Smith (SBN 124599)
Reed W.L. Marcy (SBN 191531)
Hallie Von Rock (SBN 233152)
Carey A. James (SBN 269270)
Brent A. Robinson (SBN 289373)
7677 Oakport St. Suite 1150
Oakland, CA 94621
(510) 817-2711
ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

*Attorneys for Plaintiff Mahmoud Ameri and the
Proposed Class*